

RALPH L. McAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
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JAMES M. EDWARDS
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PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
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STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

RECORDATION NO. 12318-B
FEB 11 1981 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

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33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
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No. 1-042 A088
FEB 11 1981
Date.....
Fee \$.....
ICC Washington, D. C.

February 11, 1981

Louisville and Nashville Railroad Company
Conditional Sale Financing Dated as of September 1, 1980
12-1/2% Conditional Sale Indebtedness Due November 12, 1995

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303, I enclose herewith on behalf of Louisville and Nashville Railroad Company for filing and recordation, ten (10) originals of the Bill of Sale dated February 5, 1981, which constitutes a partial release from the Lease Agreement recorded on October 17, 1980, with the Interstate Commerce Commission as Recordation No. 12318.

Please file and record the Bill of Sale submitted with this letter and assign it Recordation No. 12318-B.

Please cross index the Bill of Sale under The M. W. Kellogg Company (Pullman Standard Division).

The address of the party to the aforementioned Bill of Sale is:

Manufacturer:

The M. W. Kellogg Company (Pullman Standard Division)
(formerly known as Pullman Incorporated),
200 South Michigan Avenue,
Chicago, Illinois 60604.

RECEIVED
FEB 11 11 28 AM 1981
I.C.C. BR.
FEE OPERATION

Amberport - Gerard Johnson

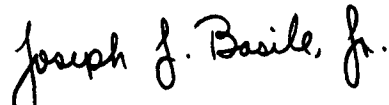
*Ms. Tel
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12318-B*

The equipment covered by the aforementioned Bill of Sale consists of 375 100-ton 4750 cubic foot hopper cars with Car Nos. L&N 241950-242324, both inclusive.

Enclosed is a check for \$20 payable to the Interstate Commerce Commission for the recordation fee for the Bill of Sale and to cover the requested cross-indexing referred to above.

Please accept for recordation one copy of the Bill of Sale, stamp the remaining copies with your Recordation No. and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Joseph J. Basile, Jr.".

Joseph J. Basile, Jr.
As Agent for Louisville and
Nashville Railroad Company

Ms. Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

43A

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Joseph J. Basile, Jr.
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N. Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/11/81 at 11:35AM, and assigned recordation number(s) 12318-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

12318-A

FEB 11 1981 -11 22 AM

BILL OF SALE INTERSTATE COMMERCE COMMISSION

THE M. W. KELLOGG COMPANY (Pullman Standard Division), a Delaware corporation, formerly known as Pullman Incorporated (Pullman Standard Division), (herein the "Builder"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Mercantile-Safe Deposit and Trust Company, as Agent, (herein the "Assignee"), Assignee under an Agreement and Assignment dated as of September 1, 1980, as amended, (herein the "Assignment"), between the Builder, The Chessie Corporation, Paccar Inc. and the Assignee, by which the Builder assigned to the Assignee certain rights of the Builder under a Conditional Sale Agreement dated as of September 1, 1980, as amended, (herein the "Conditional Sale Agreement"), between the Builder, The Chessie Corporation, Paccar Inc. and Louisville and Nashville Railroad Company, (herein the "Railroad"); the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and set over unto the Assignee, its successors and assigns, all right, title and interest of the Builder to the following units of railroad equipment, (herein the "Equipment"), which have been delivered by the Builder to the Railroad in accordance with the provisions of the Conditional Sale Agreement:

<u>No. of Units</u>	<u>Description</u>	<u>Car Nos. (Inclusive)</u>
375	100-Ton 4750 cubic foot capacity Covered Hopper Cars	L & N 241950-242324

The Builder warrants to the Assignee and to the Railroad that at the time of delivery of the above described units of Equipment to the Railroad under the Conditional Sale Agreement, the Builder had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances other than those created by the Conditional Sale Agreement, the rights of the Assignee under the Assignment, and those created by the Lease Agreement dated October 14, 1980, (herein the "Lease Agreement"), between the Builder and the Railroad, recorded on October 17, 1980 with the Interstate Commerce Commission as Recordation No. 12318. The Builder hereby releases, discharges and terminates all claims, liens, security interests and encumbrances arising by, through or under the Lease Agreement relating to any of the above described units and covenants to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement.

IN WITNESS WHEREOF, the Builder has caused this instrument to be executed this 5th day of February, 1981.

THE M. W. KELLOGG COMPANY
(Pullman Standard Division)

ATTEST:

William O. O'Leary
Assistant Secretary

By: R. C. Snyder
Vice President-Freight Unit

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On February 5, 1981, before me personally appeared, R. C. Snyder, to me personally known, who being by me duly sworn says that he is Vice President-Freight Unit of The M. W. Kellogg Company (Pullman Standard Division), that the seal affixed to the foregoing instrument is the corporate seal of that corporation, that said instrument was signed and sealed on behalf of that corporation by authority of its Board of Directors, and he acknowledged that the execution of that instrument was the free act and deed of that corporation.

Dorothea L. Stuckley
Notary Public
MY COMMISSION EXPIRES FEBRUARY 25, 1984